

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

TCF National Bank,

Interpleader Plaintiff,

Court File No. _____

vs.

**First Data Merchant Services, Corporation
and Community Finance Group, Inc.**

Interpleader Defendants.

**COMPLAINT IN
INTERPLEADER UNDER
28 U.S.C. § 1335**

The above-named Plaintiff for its Complaint in Interpleader Under 28 U.S.C. § 1335, upon information and belief, states the following:

Jurisdiction

1. This is a civil action of strict interpleader brought under the authority of the provisions of 28 U.S. C. § 1335. The value of the property in controversy in this action is greater than \$500, as will be explained below. Jurisdiction is vested in this Court under 28 U.S.C. §§ 1335 and 1397.

Parties

Interpleader Plaintiff

2. Interpleader Plaintiff TCF National Bank is a national bank with its principal place of business at 200 Lake Street East, Wayzata, Minnesota.

Interpleader Defendants

3. Interpleader Defendant First Data Merchant Services, Corporation is a

Colorado corporation, and has its principal place of business located at 6200 South Quebec Street, Greenwood Village, Colorado, 80111.

4. Interpleader Defendant Community Finance Group, Inc. is a Minnesota corporation with a its principal place of business located at 5747 West Broadway, Crystal, Minnesota, 55428.

FACTS

5. Interpleader Defendant Community Finance Group, Inc. has two accounts with Interpleader Plaintiff TCF National Bank.

6. The two CFG accounts include account number xxxxxx3227 with a present balance of \$27,132.68, and account number xxxxxx8928 with a present balance of \$72,630.89.

7. The balances of both accounts are still held by TCF National Bank.

8. A dispute has arisen regarding the ownership of the moneys within the two accounts.

9. CGF asserts it is the sole owner of the moneys within the two accounts.

10. Interpleader Defendant First Data Merchant Services, Corporation also claims it owns the moneys within the CGF accounts.

11. Each interpleader defendant claims to be the person entitled to receive the moneys within the two identified TCF accounts.

12. As a result of the disputed claims, TCF has frozen the accounts and has withheld the disbursement of the moneys within each of the accounts and, under the

circumstances narrated in this complaint, is in great danger of being harassed, embarrassed, and damaged by reason of such vexatious conflicting claims, and by reason of this conflict it cannot with safety to itself make payment and distribution of the funds.

13. The dispute regarding the moneys within two accounts held by TCF is between CGF and First Data and does not involve any claim against TCF.

14. By reason of the conflicting claims of the interpleader defendant, as set forth, TCF is in great doubt as to who is entitled to the proceeds from the funds.

15. As evidenced by this interpleader complaint, there are two adverse claimants of diverse citizenship as defined by 28 U.S.C. § 1335 who are claiming or who may claim to be entitled to the moneys and subject matter of this controversy or to one or more of the benefits arising with respect to such fund, as required by 28 U.S.C. § 1335.

16. Interpleader Plaintiff seeks to pay the total amount of each CGF accounts under TCF's control described in this complaint into the registry of this Court.

PRAYER FOR RELIEF

WHEREFORE, plaintiff requests judgment against defendant for the following:

1. That each of the defendants be restrained from instituting any action against plaintiff for recovery of the amount of the accounts.
2. That the defendants be required to interplead and settle between themselves their rights to the moneys in the accounts and that plaintiff be discharged from all liability.
3. That plaintiff recover its costs.

MOHRMAN & KAARDAL, P.A.



Dated: March 4, 2009

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